

7/11/97

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Nextel West Corp., f/k/a OneCom Corporation, N.A., ("Carrier") a Delaware corporation, and Dial Call, Inc., a Georgia corporation, both of which are wholly owned subsidiaries of Nextel Communications, Inc., and shall be deemed effective as of July 1, 1997. This agreement may refer to either BellSouth or Carrier or both as a "party" or "parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Carrier is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide Commercial Mobile Radio Service ("CMRS") in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the parties wish to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Carrier agree as follows:

I. Definitions

A. Commission is defined as the appropriate regulatory agency in each of BellSouth's nine state region: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

B. Intermediary function is defined as the delivery, pursuant to an appropriate agreement or Commission directive, of local or toll (using traditional landline definitions) traffic to or from a local exchange carrier other than BellSouth; an ALEC; or another telecommunications company such as a CMRS provider other than

Carrier through the network of BellSouth or Carrier from or to an end user of BellSouth or Carrier.

C. Local Traffic is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Carrier within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Carrier to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off to Carrier in the same LATA in which the call originates and terminates on the network of Carrier in the MTA in which the call is handed off from BellSouth to Carrier. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules.

D. Local Interconnection is defined for purposes of this Agreement as 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call; and 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement.

E. Percent of Interstate Usage (PIU) is defined as a factor to be applied to that portion of Toll Traffic comprised of interstate interMTA minutes of use in order to designate those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate interMTA minutes of use, less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all interMTA minutes of use less all minutes attributable to terminating party pays services.

F. Percent Local Usage (PLU) is defined as a factor to be applied to terminating minutes of use. The numerator shall include all "nonintermediary" Local minutes of use. The denominator is the total minutes of use including Local and Toll.

G. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

H. Toll Traffic is defined as all traffic that is not Local Traffic or access services, as described in section VI (F) of this Agreement.

II. Purpose

The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271 and to

replace any and all other prior agreements, both written and oral, concerning the terms and conditions of interconnection. The access and interconnection obligations contained herein enable Carrier to provide CMRS in those areas where it is authorized to provide such services within the nine state region of BellSouth.

III. Term of the Agreement

A. This Agreement shall be in full force and effect for a period of two years from the Effective Date. The Agreement shall be automatically renewed for an additional term of six months following such initial two-year term and for successive six-month terms thereafter following each preceding six-month renewal term unless a party provides to the other a written notice of termination at least sixty days prior to the last day of the initial two-year term or any subsequent six-month renewal term, as the case may be.

B. In the event BellSouth or Carrier receives from the other a notice of termination pursuant to paragraph A of this Section, Carrier may within 30 days thereof send to BellSouth a written request to renegotiate this Agreement pursuant to Sections 251 and 252 of the Act, in which case this Agreement shall not be terminated, but shall continue in full force and effect, unless and until a substitute agreement between the parties with respect to the matters governed herein takes effect.

C. Notwithstanding the foregoing, the parties may terminate this Agreement at any time upon their written mutual consent.

IV. Local Interconnection

A. The delivery of Local Traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties agree that the exchange of traffic on BellSouth's interLATA EAS routes shall be considered as Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

B. Each party will pay the other for terminating its Local Traffic on the other's network the local interconnection rates as set forth in Attachment B-1, by this reference incorporated herein. The charges for local interconnection are to be billed and paid monthly. Late payment fees, not to exceed 1 1/2% per month after the due date may be assessed, if interconnection charges are not paid, within thirty (30) days of the due date of the monthly bill.

V. Intentionally Deleted

VI. Methods of Interconnection

A. The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from BellSouth by Carrier upon Carrier's request, or from Carrier by BellSouth if requested by BellSouth, agreed to by Carrier in its discretion, and technically feasible in Carrier's discretion. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7) services tariff. Type 1, Type 2A and Type 2B interconnection arrangements described in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, may also be purchased pursuant to this Agreement provided, however, that such interconnection arrangements shall be provided at the rates, terms and conditions set forth in this Agreement.

B. Carrier agrees to accept and BellSouth agrees to provide any of the preceding methods of interconnection. In the event that BellSouth requests interconnection services from Carrier, and Carrier agrees to provide such services in its discretion as set forth in Section 6A herein, BellSouth agrees to accept any of the preceding methods of interconnection deemed technically feasible by Carrier. Reciprocal connectivity shall be established to at least one BellSouth access tandem within every LATA Carrier desires to serve, or Carrier may elect to interconnect directly at an end office for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Carrier implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate tariff, as amended from time to time will apply. In the event that such facilities are used for two-way interconnection, the parties agree that the appropriate recurring and nonrecurring charges for such facilities will be shared by the parties based upon percentages equal to the estimated or actual percentage of traffic on such facilities.

C. Nothing herein shall prevent Carrier from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection; provided, however, that if Carrier orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge Carrier the lower of the interstate or intrastate tariffed rate or promotional rate.

D. The parties agree to establish trunk groups from the interconnecting facilities of subsection (A) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. BellSouth's treatment of Carrier as to said charges shall be consistent with BellSouth treatment of other local exchange carriers for the same charges. Unless otherwise agreed, BellSouth will provide or bear the cost of all trunk groups for the delivery of traffic from BellSouth to Carrier's Mobile Telephone Switching Offices within BellSouth's service territory, and Carrier will provide or bear the cost of all trunk groups for the delivery of traffic from Carrier to each BellSouth access tandem and end office at which the parties interconnect.

E. The parties agree to use an auditable PLU factor as a method for determining whether traffic is Local or Toll. The PLU factor will be used for traffic delivered by either party for termination on the other party's network.

F. When the parties provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide its own access services to the IXC. Each party will bill its own access services rates to the IXC.

G. The ordering and provision of all services purchased from BellSouth by Carrier shall be as set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement.

VII. Toll Traffic Interconnection

A. The delivery of Toll Traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its Toll Traffic on the other party's network, each party will pay either the access charges described in paragraph (B) hereunder or the Toll Intermediary Charges described in paragraph (D) hereunder, as appropriate.

B. For originating and terminating intrastate or interstate interMTA Toll Traffic, each party shall pay the other BellSouth's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use

basis. Said rate elements shall be as set out in BellSouth's Intrastate Access Services Tariff or BellSouth's Interstate Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call.

C. The parties agree that actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic. If, however, either party cannot measure traffic in each category, then the parties shall agree on a surrogate method of classifying and billing traffic, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and state boundaries) and traffic routing of the parties.

D. The parties acknowledge and agree that this Agreement is intended to govern the interconnection of traffic to and from the parties' networks only. Toll Traffic originated by a party to this Agreement and delivered to the other party for termination to the network of a nonparty telecommunications carrier ("Nonparty Carrier") may be delivered only with the consent of such Nonparty Carrier or pursuant to Commission directive. If a Nonparty Carrier objects to the delivery of such Toll Traffic, then either party to this Agreement may request direction from the Commission. If a Nonparty Carrier consents, then the party performing the intermediary function will bill the other party and the other party shall pay a \$.002 per minute intermediary charge in addition to any charges that the party performing the intermediary function may be obligated to pay to the Nonparty Carrier (collectively called "Toll Intermediary Charges"). The parties agree that the charges that the party performing the intermediary function may be obligated to pay to the Nonparty Carrier may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated. The parties shall agree for purposes of this section, and subject to verification by audit what percentage of the Toll Traffic delivered to BellSouth by Carrier shall be subject to Toll Intermediary Charges. The parties agree that none of the Toll Traffic delivered to Carrier by BellSouth shall be subject to the Toll Intermediary Charges.

VIII. Provision of Unbundled Elements

A. BellSouth shall, upon request of Carrier, and to the extent technically feasible, provide to Carrier access to its Network Elements for the provision of a Carrier telecommunications service. Any request by Carrier for access to a BellSouth Network Element that is not already available shall be treated as a Network Element bona fide request. Carrier agrees to pay the cost associated with the bona fide request if Carrier cancels the request or fails to purchase the service once completed. Carrier shall provide Network Elements to BellSouth if requested by BellSouth, agreed to by Carrier in its discretion, and technically feasible in Carrier's discretion or as required by the Commission or the FCC.

B. A Network Element obtained by one party from the other party under this section may be used in combination with the facilities of the requesting party only to provide a telecommunications service, including obtaining billing and collection, transmission, and routing of the telecommunications service.

IX. Access To Poles, Ducts, Conduits, and Rights of Way

BellSouth agrees to provide to Carrier, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth.

X. Access to 911/E911 Emergency Network

A. BellSouth and Carrier recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While BellSouth and Carrier recognize the need to provide "911-like" service to mobile subscribers, both parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. BellSouth agrees to route "911-like" calls received from Carrier to the emergency agency designated by Carrier for such calls. Carrier agrees to provide the information necessary to BellSouth so that each call may be properly routed and contain as much pertinent information as is technically feasible.

B. BellSouth and Carrier recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted technical improvements that Carrier desires to implement and to permit Carrier to comply with applicable regulatory requirements.

XI. Directory Listings

A. At Carrier's option and subject to execution of an agreement between Carrier and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation, ("BAPCO"), substantially in the form set forth in Attachment C-1, (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) Carrier's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to Carrier's subscribers.

B. Upon Carrier's request, BellSouth will include Carrier's subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge Carrier to maintain the Directory Assistance database. The parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.

C. Upon Carrier's request, BellSouth will provide Carrier a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Carrier will provide BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.

D. BellSouth and BAPCO will accord Carrier's directory listing information the same level of confidentiality which BellSouth and BAPCO accords its own directory listing information, and BellSouth shall limit access to Carrier's customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

E. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

XII. Access to Telephone Numbers

A. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that Carrier has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the Bellcore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. Carrier agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010.

B. If during the term of this Agreement BellSouth is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

XIII. Access to Signaling and Signaling Databases

A. BellSouth will offer to Carrier use of its signaling network and signaling databases on an unbundled basis at BellSouth's published tariffed rates or at unbundled rates that may be available through non-tariffed arrangements. Signaling functionality will be available with both A-link and B-link connectivity.

B. Where interconnection is via B-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall not bill an STP port charge nor shall BellSouth pay a port charge; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge and shall pay usage billed by the Carrier at

rates not to exceed those charged by BellSouth; 3) SS7 Link - BellSouth will bill its tariffed charges for only two links of each quad ordered. Application of these charges in this manner is designed to reflect the reciprocal use of the parties' signaling networks. Where interconnection is via A-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall bill its tariffed STP port charge but shall not pay a termination charge at the Carrier's end office; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge but shall not pay for any usage; 3) SS7 Link - BellSouth shall bill its tariffed charges for each link in the A-link pair but shall not pay the Carrier for any portion of those links.

C. BellSouth agrees to input the NXXs assigned to Carrier into the Local Exchange Routing Guide ("LERG").

XIV. Network Design and Management

A. The parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance, contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

D. Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the parties do intend to charge non-recurring fees per applicable BellSouth tariffs for any additions to, or added capacity to, any facility or trunk purchased.

E. The parties agree to provide Common Channel Signaling (CCS) information to one another, where available, in conjunction with all traffic in order to enable full interoperability. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party

category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks where available.

F. For network expansion, the parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization as required by Section VI of this Agreement. New trunk groups will be implemented as state by engineering requirements for both parties.

G. The parties agree to provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. This exchange of information is required to enable each party to bill properly.

XV. Auditing Procedures

A. Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties agree to retain records of call detail for a minimum of nine months from which the PLU, the percent intermediary traffic, the percent interMTA traffic, and the PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

B. For combined interstate and intrastate Carrier traffic terminated by BellSouth over the same facilities, Carrier shall provide a PIU factor to BellSouth. Should Carrier in the future provide toll services through the use of network switched access services, then all jurisdictional report requirements, rules and regulations specified in E2.3.14 of BellSouth's Intrastate Access Services Tariff will apply to Carrier. After the Local Traffic percentage has been determined by use of the PLU factor for application and billing of Local Interconnection, the PIU factor will be used for application and billing of interstate and intrastate access charges, as appropriate.

XVI. Liability and Indemnification

A. Neither party shall be liable to the other under this Agreement for indirect, incidental, consequential or special damages, including without limitation, lost profits, regardless of the form of action.

B. Neither party shall be liable to the other for any act or omission of any other telecommunications company providing a portion of a service, nor shall either party hold liable any other telecommunications company providing a portion of a service for any act or omission of BellSouth or Carrier.

C. Neither party is liable for damages to the other party's terminal location, POI nor customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by a party's gross or willful negligence or intentional misconduct.

D. Each party shall be indemnified, defended and held harmless by the other party against any claim, loss or damage arising from the other party's acts or omissions under this Agreement, including without limitation: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the other party's own communications; 2) Claims for patent infringement arising from combining or using the service furnished by either party in connection with facilities or equipment furnished by either party or either party's customer; 3) any claim, loss, or damage claimed by a customer of either party arising from services provided by the other party under this Agreement; or 4) all other claims arising out of an act or omission of the other party in the course of using services provided pursuant to this Agreement.

E. Neither party assumes liability for the accuracy of the data provided to it by the other party.

F. Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere such as a manhole or central office where fire or explosion could occur.

G. No license under patents (other than the limited license to use) is granted by either party or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement.

H. Each party's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against them, acts of God and other circumstances beyond their reasonable control.

I. The obligations of the parties contained within this section shall survive the expiration of this Agreement.

XVII. More Favorable Provisions

A. The parties agree that if ---

1. the Federal Communications Commission ("FCC") or the Commission having jurisdiction finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations, or

2. the FCC or the Commission having jurisdiction preempts the effect of this Agreement, then, in either case, upon such occurrence becoming final and no longer subject to administrative or judicial review, the parties shall immediately commence good faith negotiations to conform this Agreement to the requirements of any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or Commission action giving rise to such negotiations. The parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date except to the extent that such retroactive effect is expressly required by such FCC or Commission decision, rule, regulation or preemption.

B. In the event that BellSouth, either before or after the effective date of this Agreement, enters into an agreement with any other telecommunications carrier (an "Other Interconnection Agreement") which provides for the provision within a state of any of the arrangements covered by this Agreement upon rates, terms or conditions that differ from the rates, terms and conditions for such arrangements set forth in this Agreement ("Other Terms"), then BellSouth shall be deemed thereby to have offered such arrangements to Carrier upon such Other Terms in that state only, which Carrier may accept as provided in Section XVII.E. In the event that Carrier accepts such offer within sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or within thirty (30) days after Carrier acquires actual knowledge of an Other Interconnection Agreement not requiring the approval of a Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms shall be effective between BellSouth and Carrier as of the effective date of such Other Interconnection Agreement or the effective date of this Agreement, whichever is later. In the event that Carrier accepts such offer more than sixty (60) days after the Commission having jurisdiction approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or more than thirty (30) days after acquiring actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms shall be effective between BellSouth and Carrier as of the date on which Carrier accepts such offer.

C. In the event that after the effective date of this Agreement the FCC or the Commission having jurisdiction enters an order (an "Interconnection Order") requiring BellSouth to provide within a particular state any of the arrangements covered by this Agreement upon Other Terms, then upon such Interconnection Order becoming final and not subject to further administrative or judicial review, BellSouth shall be deemed to have offered such arrangements to Carrier upon such Other Terms, which Carrier may accept as provided in Section XVII.E. In the event that Carrier accepts such offer within sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and Carrier as of the effective date of such Interconnection Order or the effective date of this Agreement, whichever is later. In the event that Carrier accepts such offer more than sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and Carrier as of the date on which Carrier accepts such offer.

D. In the event that after the effective date of this Agreement BellSouth files and subsequently receives approval for one or more intrastate or interstate tariffs (each, an "Interconnection Tariff") offering to provide within a particular state any of the arrangements covered by this Agreement upon Other Terms, then upon such Interconnection Tariff becoming effective, BellSouth shall be deemed thereby to have offered such arrangements to Carrier upon such Other Terms in that state only, which Carrier may accept as provided in Section XVII.E. In the event that Carrier accepts such offer within sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and Carrier as of the effective date of such Interconnection Tariff or the effective date of this Agreement, whichever is later. In the event that Carrier accepts such offer more than sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and Carrier as of the date on which Carrier accepts such offer.

E. In the event that BellSouth is deemed to have offered Carrier the arrangements covered by this Agreement upon Other Terms, Carrier in its sole discretion may accept such offer either --

1. by accepting such Other Terms in their entirety; or
2. by accepting the Other Terms that directly relate to each of the following arrangements as described by lettered category:
 - a. local interconnection,
 - b. interLATA and IntraLATA toll traffic interconnection,

- c. unbundled access to network elements, which include: local loops, network interface devices, switching capability, interoffice transmission facilities, signaling networks and call-related databases, operations support systems functions, operator services and directory assistance, and any elements that result from subsequent bone fide requests,
- d. access to poles, ducts, conduits and rights-of-way,
- e. access to 911/E911 emergency network,
- f. collocation, or
- g. access to telephone numbers.

The terms of this Agreement, other than those affected by the Other Terms accepted by Carrier, shall remain in full force and effect.

F. Corrective Payment. In the event that --

- 1. BellSouth and Carrier revise this Agreement pursuant to Section XVII.A,² or
- 2. Carrier accepts a deemed offer of Other Terms pursuant to Section XVII.E, then BellSouth or Carrier, as applicable, shall make a corrective payment to the other party to correct for the difference between (a) the rates set forth herein and (b) the rates in such revised agreement or Other Terms for the period from (x) the effective date of such revised agreement or Other Terms until (y) the later of the date that the parties execute such revised agreement or the parties implement such Other Terms, plus simple interest at a rate equal to the thirty (30) day commercial paper rate for high-grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in *The Wall Street Journal*.

XVIII. **Taxes and Fees**

A. **Definitions.** For purposes of this section—

(1) The terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) which are imposed, or sought to be imposed, by a governmental authority on or with respect to the services furnished hereunder or measured by the charges or payments therefor.

(2) The term "Providing Party" refers to BellSouth or Nextel, whichever is the provider of the respective service subject to the given tax or fee, and the term "Purchasing Party" refers to BellSouth or Nextel, whichever is the purchaser of the respective service subject to the given tax or fee.

B. Taxes And Fees Imposed Directly On Either The Providing Party Or The Purchasing Party.

(1) Taxes and fees imposed on the Providing Party, which are neither permitted nor required to be passed on by the Providing Party to its customer, shall be borne and paid by the Providing Party.

(2) Taxes and fees imposed on the Purchasing Party, which are not required to be collected and/or remitted by the Providing Party, shall be borne and paid by the Purchasing Party.

C. Taxes And Fees Imposed On The Purchasing Party But Collected And Remitted By The Providing Party.

(1) A tax or fee imposed on the Purchasing Party, where the obligation to collect and remit such tax or fee is imposed on the Providing Party, shall be borne by the Purchasing Party, which shall remit such amounts to the Providing Party.

(2) To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the Purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the Providing Party at the time that the respective service is billed.

(3) The Providing Party shall not bill such a tax or fee to the Purchasing Party if the Purchasing Party provides written certification, reasonably satisfactory to the Providing Party or valid under applicable law, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the Purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the Providing Party, the Purchasing Party may contest the same in good faith, at its own expense. Except to the extent disclosure is protected by law or order of the respective tribunal, in any such contest the Purchasing Party shall promptly furnish the Providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the Purchasing Party and the governmental authority.

(4) If the Purchasing Party disagrees with the Providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition and billing of such tax or fee.

(5) If the Purchasing Party chooses to contest a tax or fee, in the event that any amount must be paid in order to prosecute such contest, the Purchasing Party shall be

responsible for such payment and shall be entitled to the benefit of any refund or recovery.

(6) If it is ultimately determined that any additional amount of such a tax or fee is due to the governmental authority, the audited party shall pay such additional amount, including any interest and penalties thereon; provided, however, that the Providing Party may back-bill the Purchasing Party for the additional amount, excluding any interest or penalties, to the extent that such amount has not already been paid by the Purchasing Party through self-assessment.

(7) Notwithstanding any provision to the contrary, the Purchasing Party shall protect, indemnify and hold harmless (and defend at the Purchasing Party's expense) the Providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the Providing Party solely through the fault of the Purchasing Party, in connection with any claim for or contest of any such tax or fee. In the event that any such charges or expenses are incurred through the fault of both parties, then the parties shall negotiate in good faith to determine the appropriate allocation of such charges and/or expenses.

(8) Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

(9) The Purchasing Party shall have the right to claim a refund or credit, in its own name or on the Providing Party's behalf, of any such a tax or fee that it determines to have paid in error, and the Purchasing Party shall be entitled to any recovery thereof.

D. Taxes And Fees Imposed On The Providing Party But Passed On To The Purchasing Party.

(1) Taxes and fees imposed on the Providing Party, which may be permitted or required to be passed on by the Providing Party to the Purchasing Party, shall be borne by the Purchasing Party.

(2) To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties.

(3) If the Purchasing Party disagrees with the Providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the Providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the Purchasing Party shall abide by such determination and pay such taxes or fees to the Providing Party. The Providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of

such taxes or fees; provided, however, that any such contest undertaken at the request of the Purchasing Party shall be at the Purchasing Party's expense.

(4) If the Purchasing Party chooses to contest a tax or fee, in the event that any amount must be paid in order to prosecute such contest, the Purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

(5) If it is ultimately determined that any additional amount of such a tax or fee is due to the governmental authority, the audited party shall pay such additional amount, including any interest and penalties thereon; provided, however, that the Providing Party may back-bill the Purchasing Party for the additional amount, excluding any interest or penalties, to the extent that such amount has not already been paid by the Purchasing Party through self-assessment.

(6) Notwithstanding any provision to the contrary, the Purchasing Party shall protect, indemnify and hold harmless (and defend at the Purchasing Party's expense) the Providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the Providing Party solely through the fault of the Purchasing Party, in connection with any claim for or contest of any such tax or fee. In the event that any such charges or expenses are incurred through the fault of both parties, then the parties shall negotiate in good faith to determine the appropriate allocation of such charges and/or expenses.

(7) Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

E. Mutual Cooperation. In any contest or claim for credit or refund of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest or claim. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest claim.

XIX. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data,

call detail records and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) previously known to the receiving party without an obligation to keep it confidential; or 4) requested by a governmental agency, provided that the party upon whom the request is made shall notify the party who originally provided the confidential Information at least seven (7) days prior to its release to the agency.

XX. Resolution of Disputes

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the individuals in each company that negotiated the Agreement. If the issue is not resolved within 30 days, either party may petition the Commission for a resolution of the dispute, and/or pursue any other remedy available to it at law or in equity.

XXI. Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XXII. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXIII. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles, and the Communications Act of 1934 as amended by the Act.

XXIV. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XXV. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person, via overnight mail, or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.
675 W. Peachtree St. N.E.
Suite 4300
Atlanta, Georgia 30375
Attn: Legal Dept. "Wireless" Attorney

Nextel Communications, Inc.
1768 Old Meadow Road
McLean, VA 22102
Attn: Lisa Tinker
Carrier Relations Manager

or at such other address as the intended recipient previously shall have designated by written notice to the other party.


7/11/97

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails; and by overnight mail, the day after being sent.

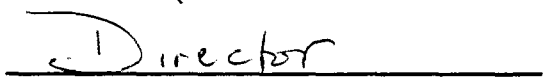
XXVI. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby. In the event of any conflict between the term(s) of this Agreement and those of an applicable tariff, the terms of this Agreement shall control.

BellSouth Telecommunications, Inc.

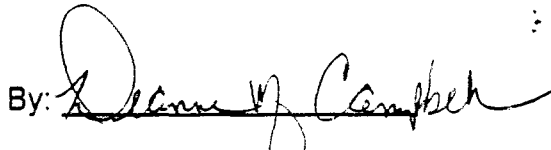
By: 

Jerry D. Hendrix
Name




Director
Title

Carrier

By: 

Deanne M. Campbell
Name



VP Financial Planning and
Title Analysis

7/11/97

Attachment B-1

CMRS Local Interconnection Rates
(All rates are Per Minute of Use)

Alabama

Type 1 (End Office Switched): \$.00671 *
Type 2A (Tandem Switched): \$.00671 *
Type 2B (Dedicated End Office): \$.0017

Florida

Type 1 (End Office Switched): \$.00576 *
Type 2A (Tandem Switched): \$.00576 *
Type 2B (Dedicated End Office): \$.002

Georgia

Type 1 (End Office Switched): \$.00648 *
Type 2A (Tandem Switched): \$.00648 *
Type 2B (Dedicated End Office): \$.00160

Kentucky

Type 1 (End Office Switched): \$.00713*
Type 2A (Tandem Switched): \$.00713*
Type 2B (Dedicated End Office): \$.002562

Louisiana

Type 1 (End Office Switched): \$.005664*
Type 2A (Tandem Switched): \$.005664*
Type 2B (Dedicated End Office): \$.001599

Mississippi

Type 1 (End Office Switched): \$.0109*
Type 2A (Tandem Switched): \$.0109*
Type 2B (Dedicated End Office): \$.0026

*These rates include the LATAwide Additive of \$.0025

7/11/97

Attachment B-1

CMRS Local Interconnection Rates
(All Rates are Per Minute of Use)

North Carolina

Type 1 (End Office Switched): \$.00869*
Type 2A (Tandem Switched): \$.00869*
Type 2B (Dedicated End Office): \$.004

South Carolina

Type 1 (End Office Switched): \$.008438 *
Type 2A (Tandem Switched): \$.008438 *
Type 2B (Dedicated End Office): \$.00221

Tennessee

Type 1 (End Office Switched): \$.00577 *
Type 2A (Tandem Switched): \$.00577 *
Type 2B (Dedicated End Office): \$.0019

* These rates include the LATAwide Additive of \$.0025

Attachment C-1

Unbundled Products and Services and New Services

Service: Subscriber Listing Information

Description: Subscriber primary listing information provided at no charge and in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for BellSouth at no charge to each ALEC end user customer.

State(s): All

Rates: (1) No charge for ALEC-1 customer primary listings.
(2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate General Subscriber Services Tariffs.

Attachment C-13

Unbundled Products and Services and New Services

Service: Virtual Collocation

Description: Virtual Expanded Interconnection Service (VEIS) provides for location interconnection in collocater-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.

Rates, Terms and Conditions:

State(s): All except Florida: In all states except Florida, the rates, terms and conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's, Inc. Interstate Access Service Tariff, FCC No. 1.

State: Florida In the state of Florida, the rates, terms and conditions will be applied as set forth in Section E20 of BellSouth Telecommunication's, Inc. Intrastate Access Service Tariff.

Service: Physical Collocation

Description: Per FCC - (10/19/92 FCC Order, para 39)
Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain, and repair this equipment."

State(s): All

Rates, Terms and Conditions: To be negotiated

BellSouth Telecommunications
Negotiations Handbook
for
Collocation

Table of Contents

	Page
<u>General</u>	
Preface.....	3
Introduction.....	3
Service Descriptions.....	4
Rate Components.....	5
<u>General Terms and Conditions</u>	
Application for service.....	8
Assignment of space.....	8
Occupancy of space.....	8
Pricing structure.....	8
Equipment installation.....	9
Alarm and monitoring.....	9
Inspections.....	9
Commencement Date.....	9
Access to BellSouth C.O.'s.....	10
Liability.....	10
Insurance Requirements.....	10
Ordering Interconnected service.....	10
Assignment of facilities.....	11
Recovery of extraneous expenses.....	11
Cancellation of a request in progress.....	11
Conversion of VEIS to Physical Collocation.....	11
Special Reports.....	11
<u>Contacts</u>	
Negotiation contacts.....	12
Request for Physical Collocation Negotiations.....	13
<u>Appendices</u>	
BellSouth Certified Vendor lists.....	14
Central Office Exemption list for Physical Collocation.....	17
Schematic drawings.....	18
Rates.....	20
Zone A Offices.....	21

Preface

This handbook describes BellSouth's Collocation offerings and contains general information regarding the terms and conditions, ordering, provisioning and maintenance of BellSouth's Physical Collocation offering. By design, this document does not contain detailed descriptions of network interface qualities, network capabilities, local interconnection or product service offerings. This document does not represent a binding agreement in whole or in part between BellSouth and subscribers of BellSouth's Collocation services.

Based on the nature of your business, you will find a list of contacts included for your convenience in discussing the above items.

Introduction

BellSouth offers Virtual Expanded Interconnection from the FCC #1 tariff and from the Florida State Access E tariff for the interconnection to Access Services. BellSouth will negotiate Physical Collocation for placement of equipment on a first come, first serve basis, depending on space availability for interconnection to unbundled network elements, access services and state tariff services required for use by telecommunications service providers.

Service Descriptions

Virtual Expanded Interconnection Service (VEIS)

VEIS, or Virtual Collocation, is a tariffed offering which provides for the placement of collocator-owned transmission equipment and facilities in BellSouth Central Offices and the interconnection of this equipment to BellSouth Switched and Special Access Services. VEIS equipment arrangement is most commonly installed in the BST equipment line-up.

With VEIS, the collocator places fiber optic cable outside the central office to an interconnection point designated by BellSouth. The collocator provides the connecting riser fiber between the interconnection point and the collocation equipment arrangement inside the central office, cabling from the arrangement to the BST cross-connect point, and cabling from the arrangement to the BST provided power source. BellSouth will lease the collocator's entrance fiber, cabling and equipment arrangement for the nominal fee of one dollar.

Alarming and monitoring of the collocated equipment is the responsibility of the collocator. BellSouth will perform all maintenance and repair on collocator equipment once the collocator requests such work. For additional information regarding BellSouth's Virtual Expanded Interconnection Service, please reference Section 20 of BellSouth's FCC #1 tariff or section 20 of BellSouth's Florida Dedicated Access Tariff.

Physical Collocation

Physical Collocation is a negotiated contract arrangement for the placement of collocator-owned facilities and equipment in BellSouth Central Offices. Physical Collocation is available as either Expanded Interconnection Service (EIS) or Service Interconnection (SI). Expanded Interconnection Service includes placement of equipment connected to private fiber entrance facilities and cross-connected to BellSouth's network. Service Interconnection allows for the placement of collocator equipment, interconnected to BellSouth network, without private entrance facilities.

Unlike VEIS, Physical Collocation arrangements will be placed in floor space separated from BST equipment. Where space permits, BellSouth will construct a common area for all collocators, including separate egress where feasible. The cost of such construction will be shared by all collocators on a pro-rated basis. Equipment ownership, maintenance and insurance is the full responsibility of the collocator or their approved agent. The equipment complement may include transmission equipment, terminating equipment, switching equipment, power and battery equipment, PCs and modems.

As with VEIS, all equipment placed as part of a collocation arrangement must be installed by a BellSouth certified vendor and must meet NEBS standards. A collocation arrangement enclosure may be purchased from BellSouth to house the equipment arrangement at the request of the collocator for an additional fee. A collocator has the option of arranging directly for the construction of the enclosure following BellSouth specifications. Power equipment installed by the collocator must be enclosed within fire rated walls.

Rate Components

The rate element components of Virtual Collocation are contained in BellSouth's FCC #1 tariff, Section 20 and in the Florida Dedicated Services tariff, Section 20. Physical collocation offers a menu-style ordering provision so you may select only the items required for your individual arrangement(s). Some components are required for all physical collocation arrangements as indicated by an (R) designation next to the item in the descriptions following.

Application fee (R)

The application fee is required for each application to cover the engineering and administrative expense associated with assessing the inquiry request. This fee is a one time charge per request, per C.O. for each new VEIS / EIS / IS service request and must accompany the Application/Inquiry document for BellSouth to begin assessing the request. A subsequent request by the same customer in the same C.O. will be treated as "new" if the initial VEIS / EIS / IS request is complete. A Subsequent Application fee may apply in lieu of the Application fee when subsequent requests by the same customer in the same C.O. do not require BellSouth to expend capital.

Floor Space (R)

This component covers the square footage requirements for the equipment rack(s) and POT bay for the equipment arrangement. The square footage calculation of an arrangement having an enclosure equals the total square footage contained within the enclosure walls. When an enclosure is not requested, square footage is calculated by the total shadow print of the equipment racks and POT bay plus a factor of 2.50 to compensate for the collocator's pro-rated share of OSHA required wiring and maintenance aisle space. BellSouth requires an enclosure if a collocator places power equipment or requires administrative space, i.e. a desk or terminal stand.

The floor space charge also covers lighting, heating, air conditioning, ventilation and other allocated expenses associated with the central office building. Billing commences the day the collocation space is turned over to the collocator for occupancy. The floor space element does not include the amperage required to power the collocated equipment.

Power (R)

Charges for -48V DC power is assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to Interconnector's equipment or equipment arrangement enclosure. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by a BellSouth certified vendor. The Interconnector's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date.

When a collocator requests collocation of equipment that requires BellSouth to construct an addition and/or an upgrade to the power plant in a specific central office, these additions and/or upgrades will be part of the Space Preparation charge. The collocator has the option of accepting responsibility for construction of such upgrades or additions per BellSouth specifications and assuming all costs associated with the construction. Power equipment placed by the collocator must be enclosed within fire rated walls.

Rate Components (cont.)

Cross-connect (R)

This element provides the one-for-one interconnection to BellSouth's tariffed Switched and Special Access service offerings (i.e. DS0, DS1 or DS3 services) or Unbundled Network Elements (i.e. 2-wire or 4-wire unbundled loop, unbundled ports). It is a flat rate, non-distance sensitive charge and applies on a per circuit or port connection basis.

POT bay (R)

BellSouth requires the use of a Point of Termination (POT) bay or frame for demarcation with physical collocation. The charge applies on a per cross-connect basis. Although this is currently a separate rate element, BellSouth plans to combine the charge for each termination on the POT bay with the cross-connect rate element in the near future.

Cable Installation

The cable installation charge applies only to collocators who install private entrance facilities to their collocation arrangement. This is a one time (non-recurring) charge per cable installed to arrange the punch through to the manhole, pull fiber cable length from the serving manhole to the Central Office cable vault, perform splicing to collocator's connectorized fire retardant riser, and pull cable length through cable support structure to the collocation arrangement location.

Cable Support Structure

The component covers the use and maintenance of the Central Office duct, riser and overhead racking structure when the collocator elects to provide private entrance to their equipment. This is a nominal monthly recurring charge.

Space Preparation fee

This one time fee per arrangement, per location covers the survey, engineering, design, and building / support system modifications for the shared physical collocation area within a central office plus additional "make ready work" specific to the collocator which is not included in the enclosure construction fee. BellSouth will pro rate the common space preparation costs among all collocators at a given central office based on the number of square footage requested per collocator. This charge may vary dependent on the location and type of arrangement requested. A portion of the estimated Space Preparation charge must be paid prior to construction or equipment installation begins.

Space construction fee

This element applies to physical collocation arrangements only and will vary based on the size of arrangement enclosure requested. The fee covers the materials and installation of an equipment arrangement enclosure. The collocator has the option of accepting responsibility for construction of their equipment arrangement enclosure per BellSouth specifications and assuming all costs associated with the construction. Enclosures constructed for collocation arrangements will become the property of BellSouth.

Rate Components (cont.)

Security Escort (R)

A security escort is required for all equipment inspections under VEIS and for maintenance, repair or provisioning visits by a collocator or their agent under physical collocation for some central offices where separate, secured ingress/egress is not available. The charge is billed in half hour increments.

Additional Engineering

BellSouth's engineering and other labor time associated with establishing the equipment arrangement and establishing tie cables will be billed as additional engineering. This charge will also apply for modifications to an application in progress which result in architectural, design or engineering changes. Additional engineering charges may apply for work efforts specific to a collocator's space when an enclosure construction charge does not apply.

Administrative reporting

Collocators who request administrative reports will be assessed a report fee on a per occurrence basis.

General Terms and Conditions

Application for service

The application for collocation is a two-phase process consisting of the Application Inquiry phase and the Firm Order phase. To obtain a copy of BellSouth's application form, see page 12 of this document. Prior to negotiations for equipment placement, the inquiry document must be submitted for review and planning by the Central Office equipment engineers, space planners and facility planners. Based on the feedback from these sources, BellSouth will respond to the application in writing. The application fee referenced in the previous section must accompany each application as indication of a bona fide request.

Following the collocater's review of BellSouth's response, a Firm Order may be submitted for each location for which the collocater wishes to proceed. The Firm Order may be submitted on the same form used during the Inquiry phase, provided all necessary revisions are clearly marked to indicate the applicants' finalized plans. A detailed equipment drawing must accompany the Firm Order Request along with the prepayment of applicable fees.

Assignment of space

BellSouth assigns space for collocation based on space availability and on a first come, first serve basis. For physical collocation, a customer may opt for an enclosure which is available as a 100 square foot minimum based on space availability within the area designated for physical collocation.

A collocater requesting more than a 100 square foot enclosure will be offered contiguous space where available in 50 square foot increments. Where contiguous space is unavailable, the collocater may elect the construction of two separate enclosures and may interconnect its arrangements one to another.

If BellSouth determines there is insufficient space within a central office to accommodate physical collocation, BellSouth will provide Virtual Expanded Interconnection Service in accordance with existing regulatory requirements.

Pricing structure

BellSouth offers a pricing plan which meets the specifications of the 1996 Legislative Act. A list of current rates is found on page 17 of this document.

Occupancy of space

The collocater must commence equipment installation within 180 days from the date space is made available by BellSouth or forfeit the right to use the space.

General Terms and Conditions (cont.)

Equipment installation

The collocator must select an equipment installation vendor who has achieved BellSouth Certified Vendor status to perform all engineering and installation work associated with the equipment collocation arrangement. This ensures BellSouth's standards for safety and quality are met. Current lists of certified vendors as of the issue date of this document are contained in the Appendix of this document.

The Certified Vendor is responsible for installing the collocation equipment and components, running power feed(s) to the BellSouth BDFB, performing operational tests after the equipment installation is completed, and notifying the local BellSouth Equipment Engineer and the Collocator upon successful completion of the installation and acceptance testing. Arrangements must be made such that the Collocator is billed directly by the Certified Vendor for activities associated with the arrangement installation. A list of certified vendors may be obtained from the Collocation contact found on page 10 of this Handbook.

Alarm and monitoring

The collocator is responsible for the placement and monitoring of their own remote equipment, environmental, power alarms. BellSouth will place environmental alarms in collocation areas for its own use and protection. Upon request, BellSouth will provide remote monitoring circuits at the tariff rate for the service requested.

Inspections

BellSouth will conduct an inspection of the collocator's equipment and facilities between the time of the initial turn-over of the space and the activation of cross-connect elements. Subsequent inspections may occur with equipment additions or on a predetermined interval basis. For such inspections, BellSouth will provide a minimum of 48 hours advance notification. BellSouth reserves the right to conduct inspections without prior notification to ensure compliance to the terms and conditions of the tariff or agreement. Collocator personnel have the right to be present for inspections.

A collocator may inspect their virtual collocation arrangement upon completion of the arrangement installation with a security escort. Additional inspections must be coordinated with BellSouth and require a security escort.

Commencement Date

The date which the collocator and BellSouth jointly certify the interconnector's equipment is operational and is connected to BellSouth's will be the commencement date.

General Terms and Conditions (cont.)

Access to BellSouth Central Offices

Only BellSouth employees, BellSouth certified vendors, Collocator employees and their authorized agents are permitted in BellSouth Central office buildings. All collocators are required to provide their employees and authorized agents a picture identification. This identification must have the employee name and company name clearly printed and must be visible at all times while the individual is inside a BellSouth facility. Manned offices will afford 24 hour, 7 day per week access, but may require a security escort to the collocation area depending on building configuration. Unmanned offices may require prior arrangement for the dispatch of a BellSouth employee or security escort for building access.

Liability

The collocator is responsible and accountable for the actions of their employees and their agents. The collocator will be required to pay liquidated damages to BST for damage to BST property, equipment or facilities as a result of the actions or behaviors of either the collocator employees or their agents.

Insurance

BellSouth requires the following coverage: (1) \$10 million in commercial general liability insurance or a combination of commercial general liability and excess umbrella coverage totaling \$10 million; (2) workers compensation coverage/employers liability coverage with limits not less than \$100,000 each accident; (3) \$100,000 each employee by disease, \$500,000 policy limit by disease. BellSouth will review requests for self insurance on a case by case basis.

Insurance coverage must be in effect on or before the date work commences or equipment is delivered, whichever is sooner, and must remain in effect until departure of all collocator personnel and property from the central office.

Ordering Interconnected service

A collocator may interconnect to special and switched access services from BellSouth's FCC #1 tariff or state access tariffs at the DS3, DS1 and equivalent DS0 cross-connect level. Interconnection is also available for private line services or unbundled loops and ports at the DS1, 2-wire or 4-wire interface level for certified ALECs only. Please ask your BellSouth contact for specific information.

Services to be interconnected to a collocation arrangement must be submitted on Access Service Request (ASR) forms using industry standards and code sets for accurate and complete requests. For information regarding the ASR ordering process and field definitions, please reference the Access Service Ordering Guide, BellCore's Special Reports SR STS-471001 and 471004.

General Terms and Conditions (cont.)

Assignment of facilities

BellSouth assigns facilities within its network to the interconnection demarc point and provides the facility interconnection information on the Design Layout Record (DLR). The customer must specify this interconnection information as circuit facility assignment (CFA) on the Access Service Request when ordering cross-connects, whether the service interfaces at the cross-connect at the same level as the end customer or cross-connects at a higher interface level than the service purchased for the end customer.

Conversion of VEIS to Physical Collocation

Collocators who have existing VEIS arrangements may convert these arrangements to physical collocation provided the terms and conditions for physical collocation are met. The collocator will be responsible for the payment of BellSouth fees associated with physical collocation, rearrangement of existing services and vendor costs for the relocation of equipment.

Recovery of extraneous expenses

Should BellSouth discover, upon beginning construction for physical collocation space, that unexpected major renovation or upgrade will be required to one of the following in order to facilitate physical collocation, BST will share the costs of these expenses among collocators based on the number of square footage being requested: ground plane addition, asbestos abatement, mechanical upgrade, major HVAC upgrade, separate egress, ADA compliance.

Cancellation of a request in progress

If a collocator cancels an in-progress firm order request, the collocator will be responsible for reimbursing BellSouth for expenses incurred to date. If the collocator has prepaid all or a portion of the non-recurring fees, BellSouth will refund the amount not expended as of the date of the cancellation.

Special Reports

BellSouth will negotiate with requesting parties in the development of administrative reports, based on the availability of the data being requested. A fee structure will be based on the complexity of the request and resources required to produce the report(s).

Negotiation Contacts

For ALEC initial contact:

<u>Contact Name</u>	<u>Telephone</u>
Jerry Hendrix	404 927-7503
David Thierry	404 927-7509

For CAP, and subsequent ALEC contacts:

<u>Contact Name</u>	<u>Telephone</u>	<u>Pager Number</u>	<u>Fax Number</u>
Nancy Nelson	205 977-1136	1-800-729-1380	205 977-0037
Gretchen Temple	205 977-1122	1-800-655-2205	"

For IXC customers:

Contact your account representative.

To obtain a copy of BellSouth's Application / Inquiry document:

Contact your Account Representative

Example Letter
Customer Request
for
Physical Collocation Negotiations

(Date)

Mr. Jerry Hendrix
Director - Marketing Interconnection Services
BellSouth Telecommunications, Inc.
675 W. Peachtree Street, N.E.
Room 34S91
Atlanta, Georgia 30375

Dear Mr. Hendrix:

(Company name) hereby requests to begin the negotiations process to reach a mutually acceptable Physical Collocation Agreement with BellSouth Telecommunications, Inc. in the state(s) of _____.

Please contact (name of your contact) at your earliest convenience to establish the appropriate company contacts and the desired procedural schedule necessary to implement the negotiation process.

Sincerely,

Contact Name and Title

Company Name and Address

Contact Phone Number, Fax Number

BellSouth Certified Transmission Vendor List
Engineering and Installation of Collocation Arrangements
March 1997

1. ADC Communications	Ken Reeves Doug Guildry	800-223-9773 318-684-2860
2. ADC Da Tel	Basem Anshasi	205-655-9898
3. Alcatel	Ed Boatwright Alex Baber	770-270-8335 800-869-4869
4. E F & I Services Co.	Reed Tillis	904-355-7930
5. Lucent Technologies, Inc.	(SC) Adrian Dye (MS) Larry Montgomery (GA) Mike Chancey (NFL) Wayne Stricklen (NC) Abe Jenkins (NC) (AL) Marc Haze (LA, TN, KY) Unknown	803-926-5213 601-949-8277 404-573-6521 407-636-1421 704-529-0693 910-299-0326 334-265-1291 Use a # above
6. Mintel	Bill Quinn	770-923-0304
7. Quality Telecommunications, Inc.	Jerry Miller	770-953-1410
8. Rapid Response Comm.	Ted Pellaux	423-546-2886
9. Reltec Services	Woody Bell	770-449-0840
10. Six "R" Comm., Inc.	Ken Koontz Dick Phillips	704-289-5522
Available regionally for engineering, installation for North & South Carolina Only		
11. Tele-Tech Company	Rod Trawick	770-389-3043
12. Telpro Technologies, Inc.	Robert West, Jr.	404-629-1093
13. Trans Global Comm. (Daytone Beach, Fla., District Only)		904-245-0100
14. Volt Information Science	George Maquieira 275 Cox Street, Roselle, NJ 07203	908-245-0100
15. W.E. Tech, Inc.	Wes Evans	954-587-6996

The certification status of any listed vendor is subject to change monthly, therefore please ensure you have current information by contacting your BellSouth Collocation Coordinator. @This indicates a Certified Vendor is temporarily unavailable for collocation selection.

**BellSouth Certified Switch Vendors
Engineering and Installation for Physical Collocation
March 1997**

1. DSC Corporation	John Mastoras	214-491-1870
2. Lucent Technologies, Inc.	(SC) Adrian Dye	803-926-5213
	(MS) Larry Montgomery	601-949-8277
	(GA) Mike Chancey	404.573.6521
	(NFL) Wayne Stricklen	407.636.1421
	(NC) Abe Jenkins	704.529.0693
	(NC)	910.299.0326
	(AL) Marc Haze	334.265.1291
	(LA, TN, KY) Unknown	Use a # above
3. Nortel	Margaret Skeen	770.661.4303
4. Siemens Stromberg - Carlson	Manfred Schmidtk	407.942.5665
	(Installation)	
	Karl Hoskins	561.955.8621
	(Engineering)	

The certification status of any listed vendor is subject to change monthly, therefore please ensure you have current information by contacting your BellSouth Collocation Coordinator. @This indicates a Certified Vendor is temporarily unavailable for collocation selection.

**BellSouth Certified Power Vendors
Engineering and Installation for Physical Collocation
March 1997**

1. Charles E. Singleton	Sam Wetzel	305.960.0158
2. Reltec Services	Bob Dietz	216.353.2070
3. Six R Communications	Ken Kootnz	704.535.7607
4. Lucent Technologies, Inc.	(SC) Adrian Dye	803.926.5213
	(MS) Larry Montgomery	601.949.8277
	(GA) Mike Chancey	404.573.6521
	(NFL) Wayne Stricklen	407.636.1421
	(NC) Abe Jenkins	704.529.0693
	(NC)	910.299.0326
	(AL) Marc Haze	334.265.1291
	(LA,TN,KY) Unknown	Use a # above

The certification status of any listed vendor is subject to change monthly, therefore please ensure you have current information by contacting your BellSouth Collocation Coordinator. @This indicates a Certified Vendor is temporarily unavailable for collocation selection.

**BellSouth Physical Collocation
Central Office Exemptions
(through September 1994)+**

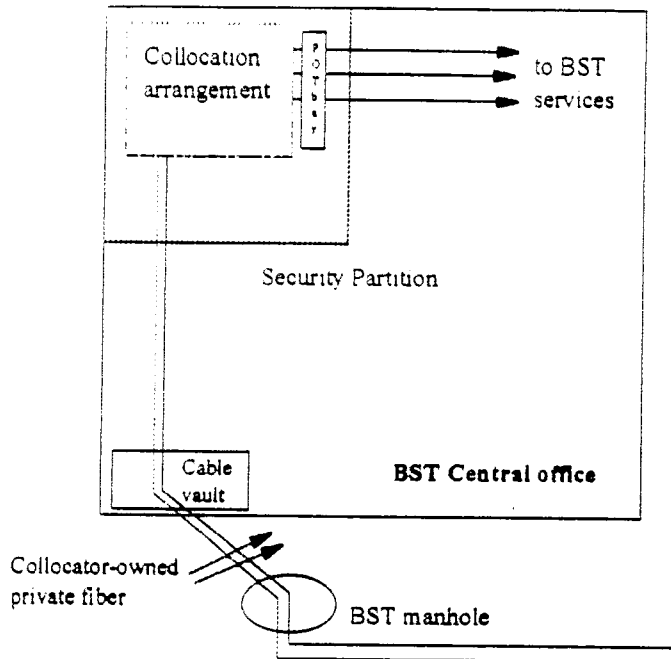
<u>State</u>	<u>City</u>	<u>Central Office</u>	<u>CLLI</u>
Alabama	Birmingham	Five Points South *	BRHMALFS
		Main and Toll	BRHMALMT
	Huntsville	Riverchase *	BRHMALRC
		Redstone Arsenal	HNVLLALRA
Florida	Chipley	Jackson	CHPLFLJA
	Gainesville	Main *	GSVLFLMA
	Jacksonville	Mandarin Avenues	MNDRFLAV
		San Jose	JCVLFLSJ
		South Point (JT Butler)	JCVLFLJT
		Main	JPTRFLMA
	Jupiter	Main (Heathrow)	LKMRFLMA
	Lake Mary	Ohio Avenue	LYHNFLOH
	Lynn Haven	Golden Glades	NDADFLGG
	North Dade	Ferry Pass *	PNSCFLFP
	Pensacola	Gardens	WPBHFLGR
	West Palm Beach	Royal Palm *	WPBHFLRP
Georgia	Austell	Main	ASTLGAMA
	Tucker	Main*	TUKRGAMA
Kentucky	Louisville	Armory Place *	LSVLKYAP
		Bardstown Road *	LSVLKYBR
		Westport Road	LSVLKYWE
	Paducah	Main	PDCHKYMA
North Carolina	Charlotte	Reid Road	CHRLNCRE
		Research Drive (Univ.)	CHRLNCUN
	Greensboro	Airport *	GNBONCAP
	Pembroke	Central	PMBRNCCE
South Carolina	Columbia	Senate Street	CLMASCSN
	Greenville	Woodruff Road	GNVLSCWR
Tennessee	Memphis	Main *	MMPHTNMA
		Midtown *	MMPHTNMT
		Southside *	MMPHTNST

+ BellSouth ceased qualifying C.O.'s September 1994 due to elimination of physical offering.

* The exemptions for these offices were scheduled to expire on or before 12-31-96.

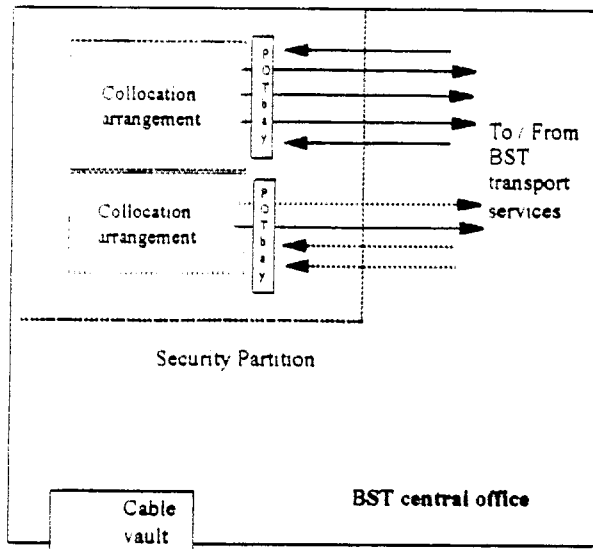
Physical Collocation: Expanded Interconnection

With Expanded Interconnection, the collocator is "expanding" their private network to interconnect with BellSouth's network. Therefore, private fiber is placed to the central office and pulled through to the collocation arrangement. The collocator places their equipment in leased floor space and purchases cross-connects to BellSouth's transport services.



Physical collocation: Service Interconnection arrangement

With a Service Interconnection arrangement, the collocator places their equipment in leased floor space and purchases cross-connects to BellSouth's Transport services.



Rates for Negotiated Interconnection

Rate Element	Application/Description	Type of charge	Rate
Application Fee	Applies per arrangement per location	Non recurring	\$ 3,850.00
Space Preparation Fee	Applies for survey and design of space, covers shared building modification costs	Non recurring	ICB *(1) Will not be less than \$1,788.00
Space Construction Fee	Covers materials and construction of optional enclosure in 100 sq ft increments	Non recurring	\$ 4,500.00 *(2)
Cable Installation Fee	Applies per entrance cable	Non recurring	\$ 2,750.00
Floor Space	Per square foot, for Zone A and Zone B offices respectively	Monthly Recurring	\$7.50 / \$6.75 *(3)
Power	Per ampere based on manufacturer's specifications	Monthly Recurring	\$ 5.00 per ampere
Cable Support Structure	Applies per entrance cable	Monthly Recurring	\$13.35 per cable
POT bay	Optional Point of Termination bay; per 2-wire / 4-wire and per DS1 / DS3 cross-connect respectively	Monthly Recurring	\$.40 / \$1.20 \$1.20 / \$8.00 *(4)
Cross-connects	Per 2-wire / 4-wire respectively Per DS1 / DS3 respectively	Monthly Rec Non-rec. - first - addtl Monthly Rec. Non-rec. - first - addtl	\$.30 / \$.50 \$19.20 \$19.20 \$ 8.00 / \$ 72.00 \$155.00 \$ 27.00
Security escort	First and additional half hour increments, per tariff rate in Basic time (B), Overtime (O) and Premium time (P).	As required This is a tariffed charge.	\$41.00 / \$25.00 B \$48.00 / \$30.00 O \$55.00 / \$35.00 P

Note 1: Will be determined at the time of the application based on building and space modification requirements for shared space at the requested C.O.

Note 2: Applies only to collocators who wish to purchase a steel-gauge cage enclosure.

Note 3: See attached list for zone A offices as of November 1996. This list is subject to amendment.

Note 4: Will be combined with cross-connect charge as one element in the near future.

BellSouth Zone A Offices

EX=Exempt from Physical

STATE	CITY	OFFICE	CLLI / STATUS
AL	Birmingham	Main & Toll	BRBMALMA EX
	Montgomery	Main & Toll	MTGMALMT
	Mobile	Azalea	MOBLALAZ
	Boca Raton	Boca Teeca	BCRTFLBT
FL	Fort Lauderdale	Main Relief	FTLDFLMR
		Cypress	FTLDFLCY
		Plantation	FTLDFLPL
	Jacksonville Beach	Main	JCBHFLMA
	Jacksonville	Arlington	JCVLFLAR
		Beachwood	JCVLFLBW
		Clay Street	JCVLFLCL
		Southpoint	JCVLFLJT EX
		Normandy	JCVLFLNO
		Riverside	JCVLFLRV
		San Jose	JCVLFLSJ EX
		San Marco	JCVLFLSM
		Westconnett	JCVLFLWC
		Mandarin Avenues	MNDRFLAV EX
		Mandarin Loretto	MNDRFLLO
	Lake Mary	Lake Mary	LKMRFLMA EX
	Miami	Grande	MIAMFLGR
		Palmetto	MIAMFLPL
		Alhambra	MIAMFLAE
		Bayshore	MIAMFLBA
		Metro	MIAMFLME
	Melbourne	Main	MLBRFLMA
	Orlando	Magnolia	ORLDFLMA
		Azalea Park	ORLDFLAP
		Sand Lake	ORLDFLSL
		Pinecastle	ORLDFLPC
		Pinehills	ORLDFLPH
	West Palm Beach	Annex (Main Annex)	WPBHFLAN

<u>STATE</u>	<u>CITY</u>	<u>OFFICE</u>	<u>CLLI / STATUS</u>	
GA	Athens	Athens	ATHNGAMA	
	Atlanta	Courtland St	ATLNGACS	
		Peachtree Pl	ATLNGAPP	
		Buckhead	ATLNGABU	
		East Point	ATLNGAEP	
		Toco Hills	ATLNGATH	
		Sandy Springs	ATLNGASS	
	Lilburn	Lilburn	LLBNGAMA	
	Smyrna	Power Ferry	SMYRGAPF	
		Smyrna Main	SMYRGAMA	
	Tucker	Tucker Main	TUKRGAMA EX	
	Roswell	Roswell Main	RSWLGAMA	
	Norcross	Norcross Main	NRCRGAMA	
	Marietta	Marietta Main	MRRTGAMA	
	Dunwoody	Dunwoody Main	DNWDGAMA	
	Alpharetta	Alpharetta Main	ALPRGAMA	
	Columbus	Columbus Main	CLMBGAMT	
KY	Louisville	Armory Place	LSVLKYAP EX	
		Westport Rd	LSVLKYWE EX	
		Beechmont	LSVLKYBE	
		Bardstown Road	LSVLKYBR EX	
		Fern Creeek	LSVLKYFC	
		JTown	LSVLKYJT	
		Mathews	LSVLKYSM	
	Third Street	LSVLKYTS		
LA	New Orleans	Main	NWORLAMA	
	Baton Rouge	Main	BTRGLAMA	
MS	Hattiesburg	Hattiesburg Main	HTBGMSMA	
	Jackson	Cap Pearl	JCSNMSCP	
	Vicksburg	Vicksburg	VCBGMSMA	
NC	Cary	Central	NARYNCCE	
	Chapel Hill	Rosemary	CPHLNCRO	
	Charlotte	Caldwell	CHRLNCCA	
		South Boulevard	CHRLNCB0	
		Derita	CHRLNCDE	
		Erwin	CHRLNCER	
		Lake Point	CHRLNCLP	
	NC		Reid	CHRLNCRE EX
			Sharon Amity	CHRLNCSH
		University	CHRLNCUN EX	
	Greensboro	Eugene St	GNBONCEU	
	Raleigh	Morgan	RLGHNCMO	
		New Hope	RLGHNCHO	
NC	Salisbury	Main	SLBRNCMA	

	Winston Salem	Fifth Street	WNSLNCFI
	Asheville	O'Henry	AHVLNCOH
SC	Charleston	Dial & Toll	CHTNSCDT
	Columbia	Senate St	CLMASCSN EX
		At. Andrews	CLMASCSA
	Greenville	D&T	GNVLSCDT
		Woodruff Road	GNVLSCWR EX
	Spartenburg	Main	SPBGSCMA
TN	Knoxville	Main	KNVLTNMA
	Memphis	Bartlett	MMPHTNBA
		Chickasaw	MMPHTNCT
		Eastland	MMPHTNEL
		Germantown	MMPHTNGT
		Main	MMPHTNMA EX
		Oakville	MMPHTNOA
		Southland	MMPHTNSL
	Nashville	Main & Toll	NSVLTNMT
		Airport	NSVLTNAP
		Brentwood	NSVLTNBW
		Crieve Hall	NSVLTNCH
		Donelson	NSVLTNDO
		Inglewood	NSVLTNIN
		Sharondale	NSVLTNST
		University	NSVLTNUN

FIRST AMENDMENT

TO

INTERCONNECTION AGREEMENT BETWEEN
NEXTEL WEST CORP., f/k/a ONECOM CORPORATION, N.A. ("Nextel") AND
BELLSOUTH TELECOMMUNICATIONS, INC. ("BellSouth")

WHEREAS, pursuant to sections 251 and 252 of the Telecommunications Act of 1996, Nextel and BellSouth entered into an interconnection agreement (the "Agreement") for the rates, terms, and conditions of the exchange of traffic between the parties to be effective July 1, 1997;

WHEREAS, the Agreement was approved by the Alabama Public Service Commission on September 15, 1997, by the Florida Public Service Commission on October 21, 1997, by the Georgia Public Service Commission on October 7, 1997, by the Kentucky Public Service Commission on October 13, 1997, by the Louisiana Public Service Commission on November 12, 1997, by the Mississippi Public Service Commission on September 24, 1997, by the North Carolina Utilities Commission on August 20, 1997, by the South Carolina Public Service Commission on September 12, 1997, and to be filed with the Tennessee Regulatory Authority; ;

WHEREAS, the Agreement provided for an initial LATA-wide Additive that was included in Type 1 and Type 2A rates, subject to further negotiation by the parties; and

WHEREAS, Nextel and BellSouth have negotiated a final LATA-wide Additive as set forth herein; and

WHEREAS, Nextel desires to modify the names under which it has contracted with BellSouth.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Nextel and BellSouth hereby covenant and agree as follows:

1. Section V of the Agreement is hereby revised to read as follows:

V. Modification of Rates

The LATA-wide Additive reflected in Attachment B-1 for Type 1 and Type 2A rates is intended to compensate BellSouth for additional transport and other costs associated with transporting and terminating Local Traffic throughout a LATA instead of only within local calling areas as defined by the Commission as of the Effective Date. From the Effective Date until the expiration or termination of the Agreement, the LATA-wide Additive shall be the rate

per minute in each state as set forth in Attachment B-1 (Amended). The parties shall make the adjustment, or "true-up" described in the original Section V of the Agreement for the purpose of applying the final LATA-wide Additive back to the Effective Date of the Agreement.

2. Attachment B-1 of the Agreement is hereby revised and replaced with Attachment B-1 (Amended) appended hereto and made a part hereof.

3. The name under which Nextel has contracted with BellSouth will be changed from NEXTEL WEST CORP. to NEXTEL SOUTH CORP. for all states except Kentucky. In the state of Kentucky, the Agreement shall be deemed to be between BellSouth and NEXTEL SOUTH CORP. in addition to NEXTEL WEST CORP.

4. The parties agree that except as specifically modified by this Amendment all other provisions of the Agreement shall remain in full force and effect.

5. The parties further agree that either or both of the parties is authorized to submit this Amendment to the Commission or other regulatory body having jurisdiction over the subject matter of this Amendment for approval subject to Section 252(e) of the Telecommunications Act of 1996.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

NEXTEL WEST CORP., f/k/a OneCom
Corporation, N.A.
NEXTEL SOUTH CORP.

By: 

DATE: 5/6/98

BellSouth Telecommunications, Inc.

By: 

DATE: 4/27/98

ATTACHMENT B-1(Amended)

CMRS Local Interconnection Rates (All rates are Per Minute of Use)

Alabama

Type 1 (End Office Switched):	.004709	(Includes LATAwide Additive of .000499)
Type 2A (Tandem Switched):	.004709	(Includes LATAwide Additive of .000499)
Type 2B (Dedicated End Office):	.0017	

Florida

Type 1 (End Office Switched):	.003776	(Includes LATAwide Additive of .000516)
Type 2A (Tandem Switched):	.003776	(Includes LATAwide Additive of .000516)
Type 2B (Dedicated End Office):	.002	

Georgia

Type 1 (End Office Switched):	.004513	(Includes LATAwide Additive of .000533)
Type 2A (Tandem Switched):	.004513	(Includes LATAwide Additive of .000533)
Type 2B (Dedicated End Office):	.00160	

Kentucky

Type 1 (End Office Switched):	.005273	(Includes LATAwide Additive of .000643)
Type 2A (Tandem Switched):	.005273	(Includes LATAwide Additive of .000643)
Type 2B (Dedicated End Office):	.002562	

Louisiana

Type 1 (End Office Switched):	.003730	(Includes LATAwide Additive of .000566)
Type 2A (Tandem Switched):	.003730	(Includes LATAwide Additive of .000566)
Type 2B (Dedicated End Office):	.001599	

Mississippi

Type 1 (End Office Switched):	.009104	(Includes LATAwide Additive of .000704)
Type 2A (Tandem Switched):	.009104	(Includes LATAwide Additive of .000704)
Type 2B (Dedicated End Office):	.0026	

North Carolina

Type 1 (End Office Switched):	.006758	(Includes LATAwide Additive of .000568)
Type 2A (Tandem Switched):	.006758	(Includes LATAwide Additive of .000568)
Type 2B (Dedicated End Office):	.004	

South Carolina

Type 1 (End Office Switched):	.006431	(Includes LATAwide Additive of .000493)
Type 2A (Tandem Switched):	.006431	(Includes LATAwide Additive of .000493)
Type 2B (Dedicated End Office):	.00221	

Tennessee

Type 1 (End Office Switched):	.003767	(Includes LATAwide Additive of .000497)
Type 2A (Tandem Switched):	.003767	(Includes LATAwide Additive of .000497)
Type 2B (Dedicated End Office):	.0019	